

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 10b, 12, 17, 23, 24, & 30				1. REQUISITION NO. 936691		PAGE 1 OF 7	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE See Block 31c		4. WORK ORDER NO.		5. SOLICITATION NO. M06-012	
6. SOLICITATION ISSUE DATE 8-10-05		7. FOR SOLICITATION INFORMATION CONTACT		a. NAME Valerie Ferrone E-MAIL Vferrone@ncifcrf.gov		b. TELEPHONE NO. (No collect calls) (301) 846-1125	
8. OFFER DUE DATE/LOCAL TIME 8-16-05 / 4:00		9. ISSUED BY SAIC-FREDERICK, INC. NCI FREDERICK P.O. BOX B/ROOM 210		CODE		10. THIS ACQUISITION <input type="checkbox"/> UNRESTRICTED SET ASIDE: FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV.	
11. DELIVERY FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/>		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING N/A	
BLDG. 1050 BOYLES STREET, FORT DETRICK FREDERICK, MD 21702-1201		10b. FEDERAL ID:		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		15. DELIVER TO NCI FREDERICK BLDG. 1050, FORT DETRICK FREDERICK, MD 21702-1201	
16. ADMINISTERED BY SEE BLOCK 9		17a. CONTRACTOR/CODE		FACILITY CODE		18a. SUBMIT INVOICE TO SAIC-FREDERICK, INC. ACCOUNTS PAYABLE DEPARTMENT P.O. BOX B FREDERICK, MD 21702-1201 Telephone No. 301-846-1136	
17b. CHECK IF REMITTANCE IS DIFFERENT AND INCLUDE SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK IS CHECKED. <input checked="" type="checkbox"/> SEE SPECIAL CONDITIONS		19. ITEM		20. SCHEDULE OF SUPPLIES/SERVICES	
21. UNIT PRICE		22. AMOUNT		23. UNIT PRICE		24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA		26. TOTAL AWARD AMOUNT (For SAIC-F use only) \$		27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1 AND 52.212-3 and FAR 52.212-4 BY REFERENCE IF NOT ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		27b. SOLICITATION INCORPORATES FAR 52.222-26, FAR52.222-35, AND FAR 52.222-36 BY REFERENCE IF NOT ATTACHED	
27c. SAIC STANDARD TERMS AND CONDITIONS, DATED 1/20/05, ARE INCORPORATED BY REFERENCE IF NOT ATTACHED		27d. CONTRACT/PURCHASE ORDER INCORPORATES FAR 52.212-4 BY REFERENCE ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND		29. AWARD OF CONTRACT ITEM(S) ACCEPTED:	
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. (SIGNATURE OF CONTRACTING OFFICER)		30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED	
31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT DONNA M. FOLLIN, MANAGER, PURCHASING		31c. DATE SIGNED					

**SAIC-Frederick, Inc.**

**Solicitation No. M06-012**

**A. SUPPLIES/SERVICES**

<u>ITEM #</u>	<u>SUPPLIES / SERVICES</u>	<u>QTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>		<u>RENEWAL</u>	<u>RENEWAL</u>
				<u>YEAR 1</u>	<u>YEAR 2</u>	<u>OPTION 1</u>	<u>OPTION 2</u>
	Service Contract Covering:	1	YR.	\$	\$	<u>YEAR 3</u>	\$

1. See Attached Xerox equipment listing (items # 1-17).

**B. SPECIFICATIONS/WORK STATEMENT**

1. General terms of the service agreement will be as follows:

EMERGENCY SERVICE:

Provided during normal working hours.

Parts and labor shall be included.

Response time shall be 24 hours.

(response time is defined as the time elapsed between notification to authorized vendor representative \_\_\_\_\_, telephone number and time repair is initiated at the repair site).

PM VISITS:

Number of PM visits per year \_\_\_\_\_ (minimum one per year).

Parts (damaged due to normal wear), travel and labor shall be included.

Maintenance of the equipment shall be performed by authorized technical service representatives, who on each visit shall perform visual and electrical inspection as deemed necessary.

Any service not covered under this service agreement must be directly authorized and confirmed by Mr. William Clagett, Support and Scientific Equipment Specialist, SAIC-Frederick, Inc.

2. All work shall be performed for the SAIC-Frederick, Inc. at the location shown in A-1.

**Solicitation No. M06-012**

3. Contractor shall present to the Equipment Maintenance Office (Building 1050, Room 126) an activity report following any and all site visits (emergency or preventative maintenance). If unable to deliver this report personally, Contractor shall FAX or E-MAIL within 24 hours of said site activity (301-846-6154) or em@ccs.ncicrf.gov). Neglect of this clause may result in Contractor performance deficiency citation(s).
4. If contractor is unable to submit an annual invoice for this agreement, state frequency of invoicing (monthly, quarterly, ect).
5. Offerors are requested to provide assembled mean time between failure data, the estimated mean time to repair data, and any additional life cycle analysis which may be available.
6. SUBCONTRACTING PLAN. Submission of a Small Business Subcontracting Plan will be required for this acquisition. The following clauses are incorporated by reference.

FAR Clause 52.219-8 Utilization of Small Business Concerns

FAR Clause 52.219-9 Small Business Subcontracting Plan

FAR Clause 52.219-16 Liquidated Damages - Subcontracting Plan

The full text of a clause is available at the following address:  
<http://www.arnet.gov/far/>.

In order to be eligible for an award, the offeror shall submit a subcontracting plan with the proposal submitted in response to this solicitation. This requirement does not apply to small business concerns.

Offeror must provide with the proposal the name, title, telephone number, fax number and e-mail address of the individual who will administer the subcontracting plan.

Offeror shall submit periodic reports and surveys, etc., as required to the Small Business Office, SAIC-Frederick, Inc., Building 1050, Frederick, MD 21702-1201 Attn: Ms. Cynthia Farling.

**C. CONTRACT TERMS/LOGISTICS**

1. If consumables or other parts are excluded from coverage under this contract, a list of all excluded items must accompany this offer. Any items not listed shall be considered covered by this service maintenance agreement should award occur.

**Solicitation No. M06-012**

2. Effective dates for this subcontract shall be from 10/1/05 through 9/30/06.
3. SAIC-Frederick, Inc. reserves the right to propose or discontinue maintenance service and pay for covered time only (pro-rata) on an item by item basis.
4. PERIOD OF PERFORMANCE. (CY dates are shown below for option years).  
  
10/1/2006 through 9/30/2007  
10/1/2007 through 9/30/2008
5. Offers of a multi-year service maintenance agreement for coverage of the cited equipment will be considered. Please quote pricing for a one (1) year agreement and renewal option(s) as specified in A.1. This solicitation is intended to result in either a one (1) year contract or a one (1) year contract and option(s) to renew.
6. This is a multi-year contract, however, funds are not presently available for years 2 and 3; obligation to purchase is contingent upon the availability of appropriated funds.
7. OFFERS. All proposals, modifications and/or withdrawals must be signed, dated and received in the place specified and at the time required in this solicitation document.

Telephone offers will not be accepted; however, offers will be accepted transmitted via facsimile machine (301) 846-5311.

Offers may be withdrawn by written notice received at any time before the exact time set for receipt of bids in accordance with FAR clause 52.214-7(e).

Offers must be compliant with all solicitation requirements in order to be eligible for award.

Offerors may submit multiple offers that satisfy the requirements of this solicitation. Each offer submitted will be evaluated separately.

Offers may be submitted on SAIC-Frederick, Inc. forms or on offeror letterhead stationery. For the latter, the same format must be utilized and the offeror must enter "see attached" next to the sections that are separately addressed on their letterhead. All attached pages must be marked with the solicitation number. If the pricing structure renders the offeror unable to conform to the requested format. Offer must state 1) the reason(s) for non-conformance and 2) the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offerors that fail to furnish the required representations or information, or reject the terms and conditions of the solicitation will be excluded from consideration.

**Solicitation No. M06-012**

8. By offer submission the offeror agrees that in the event the prime contract of SAIC Frederick, Inc. is succeeded by a successor contractor as selected by the Government, before any award by SAIC Frederick, Inc. the offer may be assigned to the successful contractor.
9. INVOICE SUBMISSION
  - A. Invoices shall be prepared in accordance with the following:
    1. An original and one (1) copy to the following designated payment office:  
Attn: Accounts Payable Department  
SAIC-Frederick, Inc.  
P.O. Box B  
Frederick, Maryland 21702-1201
    2. An invoice is a written request for payment under the contract for items delivered or services rendered. In order to be proper, an invoice must include, as applicable, the following:
      - a. Invoice date, (note: date of Contractor's invoice shall not be earlier than delivery/service date);
      - b. Contractor name;
      - c. Order number and Contract number, as entered in Blocks 4 and 2 of SF-1449-05, respectively (including delivery order number, if applicable);
      - d. Description of items or services, quantity, contract unit of measure, contract unit price, and extended total;
      - e. Payment terms and any trade discounts or allowances;
      - f. Name and address to which payment is to be sent; and
      - g. Name, title, phone number, and mailing address of person to be notified in event of a defective invoice.
      - h. Back-up documentation for fees and expenses, such as airline tickets, telephone bills, rental car receipts, parking receipts, hotel receipts, etc.
  - B. SAIC-Frederick, Inc. shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for services rendered and accepted, less any deductions provided in this contract.
10. Contractor must provide a formal Service Maintenance Agreement or Terms of Service on Company letterhead.

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11. All services provided against this contract shall be subject to the terms and conditions of this contract. In the event of conflict between a service and this contract, the contract shall control.
12. Should SAIC-Frederick, Inc. find the service not in compliance with the contract, contractor shall re-perform the service at no extra charge.
13. The SAIC-Frederick, Inc. retains the right to access the contractor's pertinent accounting records, personnel, job sites, warehouses and other contract related areas to the extent that such accounts are relevant to the contract work. This right may be exercised at any time during the course of the contract and will occur during normal business hours upon thirty days notice to the contractor.
14. NON-HIRING. For the term of this agreement and for sixty (60) calendar days thereafter, neither buyer nor seller shall solicit, offer employment, or hire the other's employees without the prior consent of the employing party. This does not apply to employees independently responding to advertised positions on company websites or media advertisements.
15. ADMINISTRATIVE INFORMATION. Offerors shall provide the following information:
  - a. Federal Tax Identification Number or Employer Identification Number.
  - b. Business classification: LB, SB, SDB, Small WOB, HUBZone, Vet, DVet
16. SAIC-Frederick, Inc. is eligible for Federal Supply Schedule pricing. If the items offered are on FSS, the contract number must be cited and a copy of the GSA Schedule or VA Schedule must accompany the offer.
17. QUESTIONS.
  - Questions concerning this solicitation shall be directed in writing to Valerie Ferrone, Purchasing Department, SAIC-Frederick, Inc., 1050 Boyles Street, Frederick, MD 21702, telephone (301) 846-1125 fax: (301) 846-5311, or email: vferrone@ncifcrf.gov; by 8/16/05.
  - The written questions received by date above and the answers to those questions will be provided to all offerors.
18. SUBMITTAL FORMAT All forms and submissions must be in the required format to be eligible for award. Failure to adhere to any completion requirement will cause the offer to be considered non-responsive.

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Proposal Elements. Offeror shall submit a complete proposal that contains the following elements:

- Form SF 1449-05 with signature and requisite blocks completed.
- Subcontracting Plan
- Complete Representations and Certifications
- Initialed Terms and Conditions
- Insurance Certificates as referenced in number nineteen of the Terms and Conditions

Mailing Envelope. Offeror must return the proposal with the solicitation number **M06-012** clearly visible on the outside of the sealed proposal envelope. The SAIC-Frederick, Inc. will not be responsible for the handling of any offers not returned with the solicitation number shown in the required manner.

Proposal Package. The proposal packages shall be addressed as follows: SAIC-Frederick, Inc., 1050 Boyles Street, Frederick, MD 21702-1201, ATTN: Valerie Ferrone, Rm. 213.

19. The offeror must provide with the proposal Certificates of Insurance in accordance with #19 of the attached SAIC-Frederick Terms and Conditions.

#### **D. EVALUATION**

##### **1. EVALUATION FACTORS**

a. Basis of award shall be as follows:

1. Complete Subcontracting Plan Submission
2. Vendor Performance
3. Acceptability of Product/Service
4. Cost

2. Award of any order or subcontract as a result of this solicitation will NOT be made to any supplier with evident deficient past performance as documented in the SAIC-Frederick, Inc. Vendor File.

## EQUIPMENT LIST

VENDOR: RELIABLE OFFICE TECH EQUIPMENT

PURCHASE REQUEST: 936691

ITEM #	DESCRIPTION	MODEL #/ SERIAL #	LOCATION	YEAR 1 PRICE	YEAR 2 PRICE	YEAR 3 PRICE
1	COPIER/PRINTER	DOCUCOLOR 12 FU2052481	0362 22	\$_____.	\$_____.	\$_____.
2	EXCESS COLOR COPY CH	DOCUCOLOR 12 FU2052481	0362 22	\$_____.	\$_____.	\$_____.
	--INCLUDING:					
2.1	EXCESS COLOR CYS > 3,000/MONTH					
	EXCESS COLOR CYS @ .0556/EA					
3	EXCESS BLACK/WHITE C	DOCUCOLOR 12 FU2052481	0362 22	\$_____.	\$_____.	\$_____.
	--INCLUDING:					
3.1	ALL BLACK/WHITE CYS @ .0152/EA					
4	BLACK/WHITE COPY CHA	WORKCENTERPRO32 KMM004579	0362 8	\$_____.	\$_____.	\$_____.
	--INCLUDING:					
4.1	BLACK/WHITE CYS @ .0129/EA					
5	COLOR COPY CHARGES	WORKCENTERPRO32 KMM004579	0362 8	\$_____.	\$_____.	\$_____.
	--INCLUDING:					
5.1	COLOR CYS @ .089/EA					
6	PRINTER	265LP E5C-045226	0362 41	\$_____.	\$_____.	\$_____.
7	EXCESS COPY CHARGES	265LP E5C-045226	0362 41	\$_____.	\$_____.	\$_____.
8	COPIER	340ST KNO-031046	0362 23HL	\$_____.	\$_____.	\$_____.
9	COPIER	432ST NG3108834	1050 101HL	\$_____.	\$_____.	\$_____.



## EQUIPMENT LIST

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ITEM #	DESCRIPTION	MODEL #/ SERIAL #	LOCATION	YEAR 1 PRICE	YEAR 2 PRICE	YEAR 3 PRICE
10	COPIER	5352C 9HM202480	0430 118B	\$_____.	\$_____.	\$_____.
11	EXCESS COPY CHARGES	5352C 9HM202480	0430 118B	\$_____.	\$_____.	\$_____.
12	COPIER	340ST KN0035057	0430 200	\$_____.	\$_____.	\$_____.
13	COPIER	5328 ODG079075	0571 106	\$_____.	\$_____.	\$_____.
14	COPIER	WORKCENTREPRO35 MYP037091	0426 156	\$_____.	\$_____.	\$_____.
15	EXCESS COPY CHARGES	WORKCENTREPRO35 MYP037091	0426 156	\$_____.	\$_____.	\$_____.
	--INCLUDING:					
15.1	EXCESS CYS > 1,000/MONTH					
16	COPIER	WORKCENTREPRO TFN676074	0469 2	\$_____.	\$_____.	\$_____.
17	EXCESS COPY CHARGES	WORKCENTREPRO TFN676074	0469 2	\$_____.	\$_____.	\$_____.
	--INCLUDING:					
17.1	EXCESS CYS > 4,000/MONTH					

## **TERMS AND CONDITIONS**

### **1. GOVERNMENT RELATIONSHIP**

This Order is made by SAIC-Frederick, Inc., a Subsidiary of Science Applications International Corporation under its contract with the National Cancer Institute at Frederick (NCI-Frederick). The provisions and clauses contained herein are influenced by and reflect the relationship of the parties in that contract, which was awarded and is administered under the provision of the Federal Acquisition Regulation (FAR). There is no privity of contract between the Seller and the Government.

### **2. GENERAL RELATIONSHIP**

The Seller is not an employee of SAIC-Frederick, Inc. for any purpose whatsoever. Seller agrees that in all matters relating to this Order it shall be acting as an independent contractor and shall assume and pay all liabilities and perform all obligations imposed with respect to the performance of this Order. Seller shall have no right, power or authority to create any obligation, expressed or implied, on behalf of Buyer and/or Buyer's customers and shall have no authority to represent Buyer as an agent.

### **3. DEFINITIONS**

Buyer – SAIC-Frederick, Inc.

Seller – The party (contractor) receiving the award from SAIC-Frederick, Inc.

Contracting Officer – The SAIC-Frederick, Inc. person with the authority to enter into and administer Orders. The term includes authorized representatives of the Contracting Officer acting within their delegated authority.

Order – The contractual agreement between SAIC-Frederick, Inc. and the Seller.

Special Definitions – See paragraph 4 for the special definitions that apply in the use of the solicitation and award clauses of this Order.

### **4. SOLICITATION AND AWARD CLAUSES – SPECIAL DEFINITIONS**

FAR clauses included in this Order, including any solicitation document, shall be interpreted as follows:

Unless a purposeful distinction is made clear and the context of the clause requires retention of the original definition, the term "Contractor" shall mean Seller, the term "Contract" shall mean this Order, the term "Subcontractor" shall mean subcontractors of Seller at any tier, and the terms "Government", "Contracting Officer" and equivalent phrases shall mean SAIC-Frederick, Inc. and SAIC-Frederick's Contracting Officer,

respectively. It is intended that the referenced clauses shall apply to Seller in such manner as is necessary to reflect the position of Seller as a contractor to SAIC-Frederick, Inc. to insure Seller's obligations to SAIC-Frederick, Inc. and to the United States Government, and to enable SAIC-Frederick, Inc. to meet its obligations under its Prime Contract.

Full text of the referenced clauses may be found in the FAR (Code of Federal Regulation [CFR] Title 48), obtainable from the Superintendent of Documents, Government Printing Office (GPO), Washington, DC 20402 or online at <http://www.arnet.gov/far/>.

Copies of the clauses will be furnished by the Contracting Officer upon request.

### **5. ENTIRE AGREEMENT**

This Order, including all attachments and/or documents incorporated by reference by Buyer, shall constitute the entire agreement between Buyer and Seller. No other document (including Seller's proposal, quotation or acknowledgement forms, etc.) shall be a part of this order, even if referred to, unless specifically agreed to in writing by Buyer. No right that Buyer has regarding this Order may be waived or modified except in writing by Buyer.

### **6. ACCEPTANCE AND MODIFICATION OF TERMS**

Acceptance of this Order by Seller may be made by signing the acknowledgement copy hereof or by partial performance hereunder, and any such acceptance shall constitute an unqualified agreement to all terms and conditions set forth herein unless otherwise modified in writing by the parties. Any additions, deletions or differences in the terms proposed by Seller are objected to and hereby rejected, unless Buyer agrees otherwise in writing. No additional or different terms and conditions proposed by the Seller in accepting this Order shall be binding upon Buyer unless accepted in writing by Buyer and no other addition, alteration or modification to, and no waiver of any of the provisions herein contained shall be valid unless made in writing and executed by Buyer and Seller. Seller shall perform in accordance with the Description/Quantity schedule set forth in this Order and all attachments thereto.

### **7. LEGAL CONSTRUCTION AND INTERPRETATIONS**

This Order shall be governed by and interpreted in accordance with the principles of Federal Contract Law, and to the extent that Federal Contract Law is not dispositive, and the state law becomes applicable, the law of the State of Maryland shall apply.

## **8. COMPLIANCE WITH LAWS AND REGULATIONS**

Seller shall submit all certifications required by Buyer under this Order and shall at all times, at its own expense, comply with all applicable Federal, State and local laws, ordinances, administrative orders, rules or regulations.

## **9. GIFTS**

Seller shall not make or offer a gratuity or gift of any kind to Buyer's employees or their families. Seller should note that the providing of gifts or attempting to provide gifts under government subcontracts might be a violation of the Anti-Kickback Act of 1986 (4 U.S.C. 51-58).

## **10. MARYLAND SALES AND USE TAX**

The State of Maryland has issued Direct Payment Permit #3 to SAIC-Frederick, Inc. for all vendor purchases for the NCI-Frederick effective August 29, 1996. A copy of this certificate is available to vendors upon request. SAIC-Frederick, Inc. is authorized to make direct payment of sales and use tax to the State of Maryland and vendors are not to add sales tax to invoices, nor are they responsible for collection of such taxes for purchases by SAIC-Frederick, Inc. for the NCI-Frederick after the above date.

## **11. BUYER FURNISHED DATA AND MATERIALS**

All data and materials furnished by Buyer to Seller under this Order including drawings, specifications and written information and Buyer-owned parts and/or Buyer-owned tools and equipment shall be used solely for the work to be performed under this Order. Seller shall repair and maintain all tools at its own expense unless agreed to otherwise. Seller agrees to promptly return all such data and materials upon completion of the work or termination of this Order. Seller agrees to return all materials in the same condition as delivered to Seller, reasonable wear and tear excepted.

## **12. NOTICE OF DELAY**

Seller agrees to immediately notify Buyer in writing of any actual or potential delay in Seller's performance under this Order. Such notice shall, at a minimum, describe the cause, effect, duration and corrective action proposed by Seller to address the problem. Seller shall give prompt written notice to the Buyer of all changes to such conditions.

## **13. CHANGES AND SUSPENSION**

Buyer may, by written notice to Seller at any time, make changes within the general scope of this Order in any one or more of the following: (a) drawings, designs or specifications; (b) quantity; (c) time or place of delivery; (d) method of shipment or packing; and (e) the quantity of Buyer furnished property. Buyer may, for any reason, direct Seller to suspend, in whole or in part, delivery of goods or performance of services hereunder for such period of time as may be determined by Buyer in its sole discretion. If any such change or suspension causes a material increase or decrease in the cost of, or the time required for the performance of any part of the work under this Order, an equitable adjustment shall be made in the Order price or delivery schedule, or both, provided Seller shall have notified Buyer in writing of any claim for

such adjustment within twenty (20) days from the date of notification of the change or suspension from Buyer. No such adjustment or any other modification of the terms of this Order will be allowed unless authorized by Buyer by means of a written modification to the Order. Seller shall proceed with the work as changed without interruption and without awaiting settlement of any such claim.

## **14. ADVERTISING**

Seller agrees that prior to the issuance of any publicity or publication of any advertising that in either case makes reference to this Order, or to Buyer, Seller will obtain the written permission of Buyer with respect thereto.

## **15. CONFIDENTIAL INFORMATION**

Seller shall not at any time, even after the expiration or termination of this Order, use or disclose to any person for any purpose other than to perform this Order, any information it receives, directly or indirectly from Buyer in connection with this Order, except information that is or becomes publicly available, or is rightfully received by Seller from a third party without restriction. Upon request by Buyer, Seller shall return to Buyer all documentation and other material containing such information.

Seller shall not disclose to Buyer any information that it deems to be confidential or proprietary, and it is understood that no information received by Buyer, including manuals, drawings and documents, will be of a confidential nature or restrict in any manner the use or disclosure of such information by Buyer. Seller agrees that any legend or other notice on or pertaining to any information or materials supplied by it that is inconsistent with the preceding sentence shall create no obligation on the part of Buyer.

## **16. INDEMNIFICATION**

Seller shall indemnify, defend and hold harmless Buyer from and against any and all claims, liabilities, damages, losses, causes of action, lawsuits, costs and expenses, including reasonable attorneys' fees and litigation costs incurred in connection therewith and regardless of legal theory (hereinafter referred to as "claims"), occasioned wholly or in part by any act or omission of Seller or any of its lower tiers, or their employees, agents or representatives arising out of or relating to this Order. Notwithstanding the foregoing, Seller's obligations under this Section shall not apply to any claims that are finally determined by a court of competent jurisdiction to be occasioned solely by the negligence or willful misconduct of Buyer.

## **17. INFRINGEMENT INDEMNITIES**

Seller shall indemnify, defend and hold Buyer and Buyer's customers (hereinafter collectively referred to as "Buyer") harmless from and against any claim, suit or proceeding ("claim") brought against Buyer asserting that the goods or services, or any part thereof, furnished under this Order, or Buyer's use (including resale) thereof, constitutes an infringement of any patent, trademark, trade secret, copyright or other intellectual property right, and Seller shall pay all damages and costs awarded against and reasonable expenses incurred by Buyer in connection with such claim including reasonable attorneys' fees. In the event such goods or services or use thereof are enjoined in whole or

in part, Seller shall at its expense and option undertake one of the following: (i) obtain for Buyer the right to continue the use of such goods or services; (II) in a manner acceptable to Buyer, substitute equivalent goods or services or make modifications thereto so as to avoid such infringement and extend this indemnity thereto; or (III) refund to Buyer an amount equal to the purchase price for such goods or services plus any excess costs or expenses incurred in obtaining substitute goods or services from another source.

## **18. NON-WAIVER OR RIGHTS**

The failure of Buyer to insist upon strict performance of any of the terms and conditions in this Order or to exercise any rights or remedies, shall not be construed as a waiver of its rights to assert any of same or to rely on any such terms or conditions at any time thereafter. Any rights and remedies specified under this Order shall be cumulative, non-exclusive and in addition to any other rights and remedies available at law or equity. The invalidity in whole or in part of any term or condition of this Order shall not affect the validity of other parts thereof.

## **19. INSURANCE REQUIREMENTS-FOR WORK ON A GOVERNMENT INSTALLATION**

If this Order entails effort on a Government installation, including any off-site buildings owned or leased by the Government, the Seller must provide and maintain the minimum amounts of insurance stated below.

At Buyer's request, Seller agrees to provide Certificates of Insurance evidencing that the required insurance coverages are in force and providing not less than thirty days written notice prior to any cancellation or restrictive modification of the policies.

Further, the required insurance coverages below shall be primary and non-contributing with respect to any other insurance that may be maintained by Buyer. The below required coverages and their limits in no way lessen nor affect Seller's other obligations or liabilities set forth in this Order.

Seller agrees to purchase and maintain at its own expense the following insurance coverages with minimum limits as stated:

- (i) Statutory Workers' Compensation and Employer's Liability in an amount no less than \$1 Million per occurrence covering its employees, including a waiver of subrogation obtained from the carrier in favor of Buyer;
- (ii) Commercial General Liability in an amount no less than \$1 Million per each occurrence and \$2 Million in this Aggregate covering bodily injury, broad form property damage, personal injury, products and completed operations, contractual liability and independent contractors' liability. Buyer, its officers and employees shall be included as Additional Insureds and a waiver of subrogation shall be obtained from the carrier in favor of Buyer;

- (iii) Automobile Liability in an amount no less than \$1 Million Combined Single Limit for Bodily Injury covering use of all owned, non-owned, and hired vehicles. Buyer, its officers and employees shall be included as Additional Insureds on the policy;
- (iv) Professional Liability in an amount no less than \$1 Million per occurrence covering damages caused by any acts, errors, and omissions arising out of the professional services performed by Seller, or any person for whom the Seller is legally liable. To the extent that coverage for Seller's services are not excluded in (ii) above by virtue of being deemed not of a professional nature, this requirement does not apply.
- (v) All-Risk Property Insurance in an amount adequate to replace property, including supplies covered by this Order, of Buyer and/or Buyer's customer that may be in the possession or control of Seller. Buyer shall be named as a Loss Payee with respect to loss or damage to said property and/or supplies furnished by Buyer.

## **20. EXPORT CONTROL COMPLIANCE FOR FOREIGN PERSONS**

Seller shall not, nor shall Seller authorize or permit its employees, agents or lower tiers to disclose, export or re-export any Buyer information, or any process, product or services that is produced under this Order, without prior notification to Buyer and complying with all applicable Federal, State and local laws, regulations and ordinances, including the regulations of the U.S. Department of Commerce and/or the U.S. Department of State. In addition, Seller agrees to immediately notify Buyer if Seller is listed on any of the Department of State, Treasury or Commerce proscribed persons or destinations lists, or if Seller's export privileges are otherwise denied, suspended or revoked in whole or in part.

Under its contract with NCI-Frederick, Buyer conducts research activities that include export-controlled technology that cannot be readily segregated. Buyer may require Seller (including any lower tiers) to place restrictions on their work force performing onsite at SAIC-Frederick, Inc. to protected individuals as established under the guidelines of the Commerce Department Export Administration Regulations (EAR) and the State Department International Traffic in Arms Regulations (ITAR).

Contractors (including any lower tiers) may be required to disclose the status of personnel proposed to perform work onsite prior to award.

Contractors shall include in all agreements and related documents with lower tiers, notice to third parties that the export of any process, goods and/or technical data from the United States may require an export control license from the U.S. Government and that, failure to obtain such export control license, may result in

termination of subcontract, and/or criminal liability under U.S. laws.

## **21. ASSIGNMENT**

Neither this Order nor any interest herein may be assigned, in whole or in part, without the prior written consent of Buyer except that the Seller shall have the right to assign this Order to any successor of such party by way of merger or consolidation or the acquisition of substantially all of the business and assets of the Seller relating to the subject matter of this Order. This right shall be retained provided that such successor shall expressly assume all of the obligations and liabilities of the Seller under this Order, and that the Seller shall remain liable and responsible to Buyer for the performance and observance of all such obligations.

Notwithstanding the foregoing, any amounts due the Seller may be assigned in accordance with the provisions of the clause 52.232-23, Assignment of Claims.

In the event the prime contract of SAIC-Frederick, Inc. with the Government is succeeded by a successor contractor selected by the Government, this Order may be assigned to the successor contractor.

## **22. DISPUTES**

Buyer and Seller agree to first enter into negotiations to resolve any controversy, claim or dispute ("dispute") arising under or relating to this Order. The parties agree to negotiate in good faith to reach a mutually agreeable resolution of such dispute within a reasonable period of time. If good faith negotiations are unsuccessful, Buyer and Seller agree to resolve the dispute by binding and final arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. The arbitration shall take place in the County of Frederick, State of Maryland. The arbitrator(s) shall be bound to follow the provisions of this Order in resolving the dispute, and may not award punitive damages. The decision of the arbitrator(s) shall be final and binding on the parties, and any award of the arbitrator(s) may be entered or enforced in any court of competent jurisdiction.

Pending any decision, appeal or judgment referred to in this provision or the settlement of any dispute arising under this Subcontract, Seller shall proceed diligently with the performance of this Subcontract.

## **23. NOTIFICATION OF DEBARMENT/SUSPENSION**

By acceptance of this Order either in writing or by performance, Seller certifies that as of the date of award of this Order neither the Seller, lower tiers, nor any of its principals, is debarred, suspended, or proposed for debarment by the Federal Government. Further, Seller shall provide immediate written notice to the Buyer in the event that during performance of this Order the Seller or any of its principals is debarred, suspended, or proposed for debarment by the Federal Government.

## **24. QUALITY ASSURANCE**

The Buyer, and/or personnel authorized by Buyer, shall have the right, at all reasonable times, to visit Seller's

facilities or such parts thereof as may be engaged in work relating to this Order in order to verify that Seller's performance is in accordance with all requirements of this Order. In addition, the Buyer, and/or personnel authorized by Buyer, shall have the right, at all reasonable times, to visit the facilities of the Seller's lower tiers or such parts thereof as may be engaged in work relating to this Order. The Seller shall include a like provision in all related lower-tier subcontracts. Nothing herein shall give the Buyer the right to issue direct orders or instructions to Seller's lower tiers. Seller shall be furnished prior notice of any planned visit.

## **25. ORDER OF PRECEDENCE**

In the event of an inconsistency or conflict between these SAIC Terms and Conditions and the Order issued, the inconsistency or conflict shall be resolved by giving precedence in the following order:

- 1) The Order and any provisions.
- 2) SAIC-Frederick, Inc. Standard Terms and Conditions and Exhibits thereto.
- 3) Specifications and/or drawings.
- 4) Other documents or exhibits when attached.

## **26. TERMINATION**

Buyer may terminate this Order (in whole or in part) for convenience or for cause pursuant to the Federal Acquisition Regulation Part 49, "Terminations of Contracts" and/or the provisions of the individual Order.

## **27. SECURITY**

Under its contract with NCI-Frederick, SAIC-Frederick, Inc. may be required to conduct, on persons performing work on Government Owned or controlled installations, individual background checks prior to the commencement of effort. As part of this process, information will be required to enable SAIC-Frederick, Inc. to conduct the appropriate background checks, including name (including any aliases), daytime phone number, SSN, date of birth, and country of birth. Individuals who are unable or unwilling to provide the required information and/or receive the required authorizations will not be allowed access to NCI-Frederick or any controlled premises.

Seller agrees to comply with the Information Technology (IT) systems security and/or privacy specifications set forth in the Agreement; the Computer Security Act of 1987; Office of Management and Budget (OMB) Circular A-130, Appendix III, "Security of Federal Automated Information Systems", and the DHHS Automated Information Systems Security Program (AISSP) Handbook, which may be found at the following websites: Computer Security Act of 1987: [http://csrc.nist.gov/ispab/csa\\_87.txt](http://csrc.nist.gov/ispab/csa_87.txt), OMB A-130 Appendix III: <http://www.whitehouse.gov/omb/circulars/a130/a130appendix.iii.html>, DHHS AISSP Handbook : <http://irm.cit.nih.gov/policy/aissp.html>

The Seller further agrees to include this provision in any subcontract awarded pursuant to the Agreement. Failure to comply with these requirements may

constitute cause for termination under Paragraph 26 of these Terms and Conditions.

The Seller shall be responsible for properly protecting all information used, gathered, or developed as a result of the Agreement. The Seller shall establish and implement appropriate administrative, technical, and physical safeguards to ensure the security and confidentiality of sensitive Government information, data and/or equipment. Any Seller employee who may have access to sensitive information under this agreement shall complete the form entitled, "Commitment to Protect Non-Public Information – Contractor Agreement," which may be found at the following website: <http://irm.cit.nih.gov/security/Nondisclosure.pdf>

A copy of each signed and witnessed Non-Disclosure agreement shall be submitted to the Contracting Officer prior to performing any work under the Agreement.

The Seller shall assure that each employee has completed the NIH Computer Security Awareness Training (<http://irtsectraining.nih.gov>) prior to performing any work under this contract.

The Seller shall maintain and submit to the Contracting Officer a listing by name and title of each individual working under this contract, who has completed the NIH required training. Any additional security training completed by Seller staff shall be included on this listing.

In addition, during all activities and operations on Government premises, the Seller shall comply with DHHS, including National Institutes of Health (NIH), rules of conduct. Should the Seller have questions concerning these requirements or need of procedural guidance to ensure compliance they may contact the cognizant SAIC-Frederick, Inc. acquisition representative.

## **28. TOBACCO USE AT THE NCI-FREDERICK**

In accordance with the Department of Health and Human Services (HHS) directive, the NCI-Frederick campus is a tobacco free workplace. Use of tobacco in any form is prohibited on the entire NCI-Frederick campus. This includes personal vehicles while on NCI-Frederick property and all government vehicles, regardless of their location.

This policy applies to all employees, Government and Contractor, visitors, subcontractors, vendors and guests of the NCI-Frederick, and extends to all HHS owned or leased facilities and properties external to the NCI-Frederick campus where the sole tenant(s) are HHS and/or SAIC-Frederick employees.

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Signature Required

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Date

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*October 3, 2003*

## **SAIC – FREDERICK, INC.**

### **REPRESENTATIONS AND CERTIFICATIONS COMMERCIAL ITEMS (MAY 2004)**

#### **52.212-3**

**(a) Definitions. As used in this provision:**

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran , as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and size standards in this solicitation.

“Veteran-owned small business concern” means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern--

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.



### 52.212-3

**(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701).** (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

- (1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701 (c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).
- (2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided thereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (3) *Taxpayer Identification Number (TIN).*
  - ☐ TIN: \_\_\_\_\_.
  - ☐ TIN has been applied for.
  - ☐ TIN is not required because:
    - ☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
    - ☐ Offeror is an agency or instrumentality of a foreign government;
    - ☐ Offeror is an agency or instrumentality of the Federal Government.
- (4) *Type of organization.*
  - ☐ Sole proprietorship;
  - ☐ Partnership;
  - ☐ Corporate entity (not tax-exempt);
  - ☐ Corporate entity (tax-exempt);
  - ☐ Government entity (Federal, State, or local);
  - ☐ Foreign government;
  - ☐ International organization per 26 CFR 1.6049-4;
  - ☐ Other \_\_\_\_\_.
- (5) *Common parent.*
  - ☐ Offeror is not owned or controlled by a common parent;
  - ☐ Name and TIN of common parent:  
Name \_\_\_\_\_.  
TIN \_\_\_\_\_.

**(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas.** Check all that apply.

- (1) *Small business concern.* The offeror represents as part of its offer that it \_\_\_\_ is, \_\_\_\_ is not a small business concern.
- (2) *Veteran-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it \_\_\_\_ is, \_\_\_\_ is not a veteran-owned small business concern
- (3) *Service-disabled veteran-owned small business concern.* [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it \_\_\_\_ is, \_\_\_\_ is not a service-disabled veteran-owned small business concern.

## 52.212-3

- (4) *Small disadvantaged business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, for general statistical purposes, that it \_\_\_ is, \_\_\_ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (5) *Women-owned small business concern.* [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it \_\_\_ is, \_\_\_ is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

- (6) *Women-owned business concern (other than small business concern).* [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it \_\_\_ is a women-owned business concern.
- (7) *Tie bid priority for labor surplus area concerns.* If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:
- \_\_\_\_\_

- (8) *Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program.* [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

- (i) [Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).] The offeror represents as part of its offer that it \_\_\_ is, \_\_\_ is not an emerging small business.
- (ii) [Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).] Offeror represents as follows:
- (A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
- (B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or fewer
<input type="checkbox"/> 51--100	<input type="checkbox"/> \$1,000,001--\$2 million
<input type="checkbox"/> 101--250	<input type="checkbox"/> \$2,000,001--\$3.5 million
<input type="checkbox"/> 251--500	<input type="checkbox"/> \$3,500,001--\$5 million
<input type="checkbox"/> 501--750	<input type="checkbox"/> \$5,000,001--\$10 million
<input type="checkbox"/> 751--1,000	<input type="checkbox"/> \$10,000,001--\$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

## 52.212-3

(9) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either--

(A) It \_\_\_ is, \_\_\_ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It \_\_\_ has, \_\_\_ has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) \_\_\_ *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(I) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture \_\_\_\_\_.]*

(10) *HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(I) of this provision.] The offeror represents, as part of its offer, that-*

(i) It \_\_\_ is, \_\_\_ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It \_\_\_ is, \_\_\_ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c) (10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating on the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture; \_\_\_\_\_.]*

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

**(d) Representations required to implement provisions of Executive Order 11246—**

(1) Previous contracts and compliance. The offeror represents that--

(i) It \_\_\_ has, \_\_\_ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It \_\_\_ has \_\_\_ has not filed all required compliance reports.

(2) *Affirmative Action Compliance.* The offeror represents that--

(i) It \_\_\_ has developed and has on file, \_\_\_ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR parts 60-1 and 60-2), or (ii) It \_\_\_ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).** (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

**(f) Buy American Act Certificate.** (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act--Supplies, is included in this solicitation.)

- (1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act—Supplies."

(2) Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

- (3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

**(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate.** (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

- (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms "component," "domestic end product," "end product," "foreign end product," and "United States" are defined in the clause of this solicitation entitled "Buy American Act— Free Trade Agreements—Israeli Trade Act."

- (ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

FTA Country or Israeli End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

- (iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

Line Item No	Country of Origin
_____	_____
_____	_____
_____	_____

[List as necessary]

## 52.212-3

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (JAN 2004)*. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

_____
_____
_____

(List as necessary)

(3) *Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (JAN 2004)*. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No

Country of Origin

_____
_____
_____

_____
_____
_____

[List as necessary]

(4) *Trade Agreements Certificate*. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products:

Line Item No

Country of Origin

_____
_____
_____

_____
_____
_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or FTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

**(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549).** (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals-

- (1) \_\_\_ Are, \_\_\_ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency; and
- (2) \_\_\_ Have, \_\_\_ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (3) \_\_\_ Are, \_\_\_ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

**(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).** [ The Contracting Officer must list in paragraph (i)(I) any end of products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certifications as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

- (1) Listed end products.

Listed End Product

Listed Countries of Origin

\_\_\_\_\_  
\_\_\_\_\_

- (2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]
  - (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.
  - (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

**Alternate I (Apr 2002).** As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:  
(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.)  
[The offeror shall check the category in which its ownership falls]:

- \_\_\_ Black American.  
\_\_\_ Hispanic American.  
\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).  
\_\_\_ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).  
\_\_\_ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).  
\_\_\_ Individual/concern, other than one of the preceding.

### 52.212-3

**Alternate II (Oct 2000).** As prescribed in 12.301(b)(2), add the following paragraph (c)(9)(iii) to the basic provision:

(iii) *Address.* The offeror represents that its address \_\_\_\_ is, \_\_\_\_ is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.arnet.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. "Address," as used in this provision, means the address of the offeror as listed on the Small Business Administration's register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR part 124, subpart B. For joint ventures, "address" refers to the address of the small disadvantaged business concern that is participating in the joint venture.

### **CERTIFICATION**

The undersigned agrees to the procedures provided on the instruction sheet as applicable to the Basic Vendor Data Sheet and the SAIC Representations and Certifications dated March 1, 2004, and certifies that the information furnished is correct and that the Representations and Certifications are valid with respect to the organization.

**Signature:** \_\_\_\_\_

**Organization:** \_\_\_\_\_

**Name (Typed):** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_